

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF PAGES *	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-CI-04-10462		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 6/16/04	
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268				Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until 03:30 PM local time 7/19/2004
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME KATHLEEN A. ROE		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS	
				AREA CODE 513		NUMBER 487-2144	
				EXT.		roe.kathleen@epa.gov	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE (S)	(X)	SEC.	DESCRIPTION	PAGE (S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER	
	F	DELIVERIES OR PERFORMANCE				STATEMENTS OF OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS		__ CALENDAR DAYS	
		%		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE			
AREA CODE									
NUMBER									
EXT.									

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY	
				CODE:	
				Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

TABLE OF CONTENTS

SOLICITATION, OFFER AND AWARD	Page 1
PART I - THE SCHEDULE	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	Page B-1
B.1 CONSIDERATION AND PAYMENT--ITEMIZED FIXED PRICES (EP 52.216-170) (APR 1984)	Page B-1
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	Page C-1
C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)	Page C-1
C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)	Page C-2
C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)	Page C-2
C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)	Page C-3
SECTION D - PACKAGING AND MARKING	Page D-1
[For this Solicitation, there are NO clauses in this Section]	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page E-1
E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)	Page E-1
SECTION F - DELIVERIES OR PERFORMANCE	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page F-1
F.2 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210- 150) (JUN 1991)	Page F-1
F.3 DELIVERY SCHEDULE (EP 52.212-160) (APR 1984)	Page F-2
SECTION G - CONTRACT ADMINISTRATION DATA	Page G-1
G.1 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)	Page G-1
G.2 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)	Page G-1
G.3 INSTRUCTIONS ON INVOICE PREPARATION AND SUBMISSION	Page G-2
SECTION H - SPECIAL CONTRACT REQUIREMENTS	Page H-1
H.1 PRINTING (EPAAR 1552.208-70) (OCT 2000)	Page H-1
H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994)	Page H-2

H.3	CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)	
	.....	Page H-3
H.4	UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110)	
	(APR 1990)	Page H-6
H.5	UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP	
	52.219-115) (JUL 1991)	Page H-6
H.6	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY	
	(EPAAR 1552.235-70) (APR 1984)	Page H-6
H.7	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71)	
	(APR 1984)	Page H-7
H.8	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR	
	1552.235-79) (APR 1996)	Page H-8
H.9	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)	Page H-10
PART II	- CONTRACT CLAUSES	Page I-1
SECTION I	- CONTRACT CLAUSES	Page I-1
I.1	NOTICE Listing Contract Clauses Incorporated by Reference	
	.....	Page I-1
I.2	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4)	
	(JUN 1996) DEVIATION	Page I-2
I.3	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN	
	COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997)	
	ALTERNATE IV (OCT 1997)	Page I-2
I.4	SMALL BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9) (OCT 2001)	
	ALTERNATE II (OCT 2001)	Page I-3
I.5	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED	
	BUSINESS CONCERNS (FAR 52.219-23) (JUN 2003)	Page I-8
I.6	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM --	
	DISADVANTAGED STATUS AND REPORTING (FAR 52.219-25) (OCT 1999)	
	.....	Page I-10
I.7	COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)	
	.....	Page I-11
I.8	SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2004)	
	.....	Page I-11
I.9	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	
	.....	Page I-12
I.10	AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)	
	.....	Page I-12
PART III	- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	Page J-1
SECTION J	- LIST OF ATTACHMENTS	Page J-1
J.1	LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)	Page J-1
PART IV	- REPRESENTATIONS AND INSTRUCTIONS	Page K-1
SECTION K	- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	.....	Page K-1

K.1	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)	Page K-1
K.2	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)	Page K-2
K.3	TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)	Page K-2
K.4	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)	Page K-4
K.5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)	Page K-4
K.6	PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)	Page K-5
K.7	SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 2004)	Page K-6
K.8	SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)	Page K-8
K.9	PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)	Page K-9
K.10	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)	Page K-9
K.11	AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)	Page K-10
K.12	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38) (DEC 2001)	Page K-10
K.13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)	Page K-10
K.14	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)	Page K-11
K.15	BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)	Page K-14
K.16	ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)	Page K-14
K.17	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)	Page K-14
K.18	SIGNATURE BLOCK (EP 52.299-900) (APR 1984)	Page K-15
SECTION L -	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	Page L-1
L.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page L-1
L.2	TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION	Page L-1
L.3	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- TARGETS (FAR 52.219-24) (OCT 2000)	Page L-1
L.4	SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)	Page L-1
L.5	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)	Page L-2
L.6	ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)	Page L-2
L.7	PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)	Page L-3

L.8	TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)	Page L-5
L.9	RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)	Page L-5
L.10	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EPAAR 1552.219-72) (OCT 2000)	Page L-5
L.11	IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219- 100) (FEB 1991)	Page L-6
L.12	SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)	Page L-6
L.13	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233- 70) (JUL 1999)	Page L-6
L.14	EPA'S GOALS FOR SUBCONTRACTING WITH SMALL BUSINESSES (LOCAL LC-19- 06) (DEC 2001) DEVIATION	Page L-7
L.15	PRICE PROPOSAL INSTRUCTIONS	Page L-7
SECTION M - EVALUATION FACTORS FOR AWARD		Page M-1
M.1	EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)	Page M-1
M.2	EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)	Page M-1
M.3	EVALUATION OF SUBCONTRACTING PLAN	Page M-1
M.4	PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS	Page M-2
STATEMENT OF WORK		Page 1-1
MODEL SUBCONTRACTING PLAN		Page 2-1
QUALITY SURVEILLANCE PLAN		Page 3-1
TECHNICAL EVALUATION CRITERIA		Page 4-1
TECHNICAL PROPOSAL INSTRUCTIONS		Page 5-1
PAST PERFORMANCE QUESTIONNAIRE		Page 6-1
CLIENT AUTHORIZATION LETTER		Page 7-1
INDUSTRIES ELIGIBLE FOR THE 10% PRICE EVALUATION ADJUSTMENT		Page 8-1

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONSIDERATION AND PAYMENT--ITEMIZED FIXED PRICES (EP 52.216-170) (APR 1984)

The total firm, fixed price of this contract is \$_____. Payment will be made upon delivery and acceptance of required items as follows and as reflected in Clause F.3, Delivery Schedule. Partial payments are authorized per line item.

<u>Deliverable</u>	<u>Description</u>	<u>Fixed Price</u>
1.A	Report on Critical Review of Guidance and Tools	\$ _____
1.B	Outline of First Workshop Series	\$ _____
1.C	Course Materials for First Workshop Series	\$ _____
1.D	Report on Results for Phase I Efforts	\$ _____
1.E	Revised Workshop Modules	\$ _____
1.F	New Modules Based on Decontamination Lessons Learned and Filtration Systems Research by NHSRC	\$ _____
1.G	Report on Effectiveness of Phase II Workshops	\$ _____
1.H	Revise Modules for Use in Phase III	\$ _____
1.I	World Wide Web Based Instructional Materials	\$ _____
1.J	Final Report on Effectiveness of Workshops	\$ _____
2.A	Report on the Results of Graduate and Undergraduate Curricula Review	\$ _____

2.B	Report Containing All Course Materials for the 3-hour Course	\$ _____
2.C	Homework Problems for Existing Classes	\$ _____
2.D	Senior Design Problems for Existing Classes	\$ _____
2.E	Report on Modifications Needed to Existing Building Design Tools	\$ _____
3.0	Final Report	\$ _____

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to

outside parties.

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of

directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials

content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency
Office of Research and Development
National Homeland Security Research Center
Research Triangle Park, NC 27711

(d) All deliverables shall be inspected and evaluated against the performance standards described in Attachment 3, Quality Assurance Surveillance Plan.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

**F.2 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150)
(JUN 1991)**

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by- products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER
AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers			50
Envelopes			50
Form bond including computer			50
paper and carbonless			
Book papers			50
Bond papers			50
Ledger			50
Cover stock			50
Cotton Fiber papers 25.....			50
TISSUE PRODUCTS:			
Toilet tissue	20		
Paper towels	40		
Paper napkins	30		
Facial tissue	5		
Doilies	40		
Industrial wipes	0		
UNBLEACHED PACKAGING:			
Corrugated boxes	35		
Fiber boxes	35		
Brown papers (e.g. bags).....	5		
RECYCLED PAPERBOARD:			
Recycled paperboard products	80		
Pad backing	90		

F.3 DELIVERY SCHEDULE (EP 52.212-160) (APR 1984)

The following items shall be delivered under this contract:

Deliverable	Title	Qty	Within Specified Number of Months After Contract Effective Date
-----	-----	-----	-----

1.A	Report on Critical Review of Guidance and Tools	1	4
1.B	Outline of First Workshop Series	1	5
1.C	Course Materials for First Workshop Series	1	7
1.D	Report on Results for Phase I Efforts	1	13
1.E	Revised Workshop Modules	1	14
1.F	New Modules Based on Decontamination Lessons Learned and Filtration Systems Research by NHSRC	1	16
1.G	Report on Effectiveness of Phase II Workshops	1	25
1.H	Revise Modules for Use in Phase III	1	28
1.I	World Wide Web Based Instructional Materials	1	30
1.J	Final Report on Effectiveness of Workshops	1	36
2.A	Report on the Results of Graduate and Undergraduate Curricula Review	1	9
2.B	Outline of 3-hour Course	1	9
2.C	Report Containing All Course Materials for the 3-hour Course	1	24
2.D	Homework Problems for Existing Classes	1	12
2.E	Senior Design Problems for Existing Classes	1	24
2.F	Report on Modifications Needed to Existing Building Design Tools	1	36
3.0	Final Report	1	38

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460

1 copy	Mr. Norman White U.S. EPA Cincinnati Procurement Operations Division 26 West Martin Luther King Drive Cincinnati, OH 45268-7001
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G.2 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.3 INSTRUCTIONS ON INVOICE PREPARATION AND SUBMISSION

Contractors shall submit invoices upon delivery and acceptance of all supplies or services unless otherwise specified in the contract. Invoices shall be submitted as follows:

1. One (1) original and two (2) copies of the invoice to:

U.S. Environmental Protection Agency
Research Triangle Park Financial Management Center
(Mail Code 32)
Research Triangle Park, NC 27711

2. One (1) copy of the invoice to the Project Officer designated in the clause entitled "Contract Administration Representatives" (EP 52.242-100).
3. One (1) copy of the invoice to the Contracting Officer designated in the clause entitled "Contract Administration Representatives" (EP 52.242-100).

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 PRINTING (EPAAR 1552.208-70) (OCT 2000)***(a) Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) Prohibition.

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at:
<http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any

printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I to paragraph (e) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.3 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

Quality,
Cost Control,
Timeliness of Performance,
Business Relations,
Compliance with Labor Standards,
Compliance with Safety Standards, and
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or

additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.4 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural

area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.5 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.6 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.7 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.8 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended,

(CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.9 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager: _____

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH

		DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered

material content of certain industrial by-products.

I.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997) ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: See Schedule L.

I.4 SMALL BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9) (OCT 2001) ALTERNATE II (OCT 2001)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned

small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be

subcontracted, and an identification of the types planned for subcontracting to--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, veteran-owned small business, service-disabled veteran-owned small

business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZONE small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or

women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved,

(2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and

(3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to

the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with--

(1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts.* This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report.* This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

I.5 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (JUN 2003)

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of ten percent (10%) to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation

(FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

I.6 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING (FAR 52.219-25) (OCT 1999)

(a) *Disadvantaged status for joint venture partners, team members, and subcontractors.* This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) *Reporting requirement.* If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

I.7 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.8 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2004)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.9 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the

Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I.10 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	STATEMENT OF WORK
2	MODEL SUBCONTRACTING PLAN
3	QUALITY SURVEILLANCE PLAN
4	TECHNICAL EVALUATION CRITERIA
5	TECHNICAL PROPOSAL INSTRUCTIONS
6	PAST PERFORMANCE QUESTIONNAIRE
7	CLIENT AUTHORIZATION LETTER
8	INDUSTRIES ELIGIBLE FOR THE 10% PRICE EVALUATION ADJUSTMENT

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all

subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.4 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, *Small Business Program Representations*, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, **G** intends, **G** does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

K.7 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are*

participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[](i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by

the Small Business Administration (PRO-Net); or

[](ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38) (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)

a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting

requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

K.14 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
 Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
 Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further

certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.15 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
- ☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
- ☐ Asian or Pacific Islander.
- ☐ Black or African American.
- ☐ White.

**K.16 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72)
(APR 1984)**

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information.
(See Section L of the solicitation for further information.)

**K.17 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND
PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.18 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations,
Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION

L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

L.3 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- TARGETS (FAR 52.219-24) (OCT 2000)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

L.4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Kathleen A. Roe

Hand-Carried Address:

Environmental Protection Agency
4411 Montgomery Road
Norwood, OH 45212

Mailing Address:

Environmental Protection Agency
26 W. Martin Luther King Drive
Cincinnati, OH 45268-7001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

L.6 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it

shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.7 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$100,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least five (5) contracts and subcontracts completed in the last three (3) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).

(j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).

(k) List of subcontractors (if applicable).

(l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.8 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than ten (10) calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.9 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT

(EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**L.10 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EPAAR 1552.219-72)
(OCT 2000)**

(a) Section M of this solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the performance of the contract. The nature of the evaluation of an SDB offeror under this evaluation factor or subfactor is dependent upon whether the SDB concern qualifies for the price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns and whether the SDB concern specifically waives this price evaluation adjustment.

(b) In order to be evaluated under the source selection factor or subfactor, an offeror must provide, with its offer, the following information:

(1) The extent of participation of SDB concerns in the performance of the contract in terms of the value of the total acquisition. Specifically, offerors must provide targets, expressed as dollars and percentages of the total contract value, for SDB participation in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. Total dollar and percentage targets must be provided for SDB participation by the prime contractor, including team members and joint venture partners. In addition, total dollar and percentage targets for SDB participation by subcontractors must be provided and listed separately;

(2) The specific identification of SDB concerns to be involved in the performance of the contract;

(3) The extent of commitment to use SDB concerns in the performance of the contract:

(4) The complexity and variety of the work the SDB concerns are to perform; and

(5) The realism of the proposal to use SDB concerns in the performance of the contract.

(c) An SDB offeror who waives the price evaluation adjustment provided in FAR 52.219-23 shall provide, with their offer, targets, expressed as dollars and percentages of the total contract value, for the work that it intends to perform as the prime contractor in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. All of the offeror's identified targets described in paragraphs (b) and (c) of this clause will be incorporated into and made part of any resulting contract.

L.11 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: 0%

(b) 8(a) Program: Not Applicable

L.12 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9. See Model Subcontracting Plan under Attachment 2.

L.13 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.14 EPA'S GOALS FOR SUBCONTRACTING WITH SMALL BUSINESSES (LOCAL LC-19-06) (DEC 2001) DEVIATION

In accordance with FAR 52.219-9, Alternate II, the Contracting Officer is requesting all Large Businesses which submit an offer under a negotiated Request for Proposal (RFP) that is expected to result in a contract which will exceed \$500,000 (\$1,000,000 for construction) and have subcontracting

possibilities provide a subcontracting plan with their initial proposal. In accordance with FAR 52.219-9, Alternate Madia, when Bids are solicited under a Sealed Bid procedure, the Contracting Officer will only request a subcontracting plan from a Large Business when they are the apparent low bidder after bids have been opened and evaluated. However, in order to expedite the award process, all Large Business bidders submitting a bid under a Seal Bid are encouraged to submit their subcontracting plan with their initial bid.

In reviewing offerors' (or apparent low bidder's) subcontracting plans submitted in accordance with the provision entitled, "Utilization of Small Business Concerns," (FAR 52.219-8) and "Small Business Subcontracting Plan," (FAR 52.219-9) EPA will use its own goals as negotiated with SBA as an Agency guideline. EPA's Socio-Economic subcontracting goal currently totals 50.0% of available subcontract dollars. These goals currently breakout as follows:

	Percent of Subcontract <u>Dollars Awarded</u>
Awards to Small Businesses	50.0%
Awards to Small Disadvantaged Businesses	20.0%
Awards to Women-Owned Businesses	7.5%
Awards to HUB Zone Businesses	3.0%
Awards to Service Disabled Veteran	3.0%

These goals are not intended to be mandatory; however, offerors (or apparent low bidder) are encouraged to keep these goals in mind when developing their subcontracting plan. Please note that goals must be proposed as a percentage of total dollars being subcontracted.

A sample subcontracting plan format can be found under Attachment 2. This sample is available as a guide to assist offerors in preparation of subcontracting plans and is not designated as mandatory.

L.15 PRICE PROPOSAL INSTRUCTIONS

(a) Offerors shall provide a breakout of their proposed firm fixed price by pricing separately the individual deliverables listed in Schedule B.1. In spreadsheet or table format, the price for each deliverable shall be further detailed by price element including the anticipated labor categories, loaded labor rates, total labor amount, and itemized other direct costs (ODCs). A total column (or row) for each price element shall also be provided.

(b) The Offeror's Response to Technical Evaluation Criterion V must also be included in the offeror's price proposal, in that the price proposal shall indicate the Offeror's proposed SDB targets expressed as both dollars and percentages of the total proposed contract amounts for V(A), V(B), and V(C) as described under Attachment 5, Technical Proposal Instructions.

SECTION M - EVALUATION FACTORS FOR AWARD

**M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS
(EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service:

See Attachment 4

M.3 EVALUATION OF SUBCONTRACTING PLAN

The plan described in Section L, entitled "Subcontracting Program Plan," will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria and the evaluation of an offeror's cost or price, an offeror that submits a plan that ultimately is unacceptable at the time of award will not be eligible for a contract award.

M.4 PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS

A small disadvantaged business proposing as a prime contractor may be eligible for a price evaluation adjustment. Offerors are instructed to refer to Section I clause entitled, "Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns" for a description. SDB concerns that choose a price evaluation adjustment are not eligible to receive credit under Technical Evaluation Criterion V, Extent of Participation of Small Disadvantaged Business Concerns.

ATTACHMENT 1

STATEMENT OF WORK

STATEMENT OF WORK

Development of Materials for the Education of Building Professionals

Background

EPA Office of Research and Development has established the National Homeland Security Research Center (NHSRC) to develop tools, techniques, technology, and guidance to minimize the impact of terrorist Chemical or Biological (CB) attack on buildings and to provide similar products for decontaminating buildings contaminated by CB attack. The ultimate usefulness of these products shall depend on how rapidly building owners, operators, and designers and decontamination professionals adopt and implement the tools, techniques, technologies and guidance developed by NHSRC.

The National Academy of Science (NAS) review of the NHSRC Safe Building program identified the need to inform practicing professionals about the products of the program's research and the need to include homeland security issues in the education of the next generation of professionals as important tasks for the Safe Building Program.

Objective

The objective of this contract is to develop tools for building professionals, continuing education modules to inform practicing professionals, to use the modules to provide continuing education, to develop materials on safe building issues for use in graduate and undergraduate education, and to use these materials in teaching graduate and undergraduate students.

Statement of Work

The scope of work is divided into three tasks: Task 1 covers tasks related to continuing education requirements. Task 2 covers activities related to the education of graduate and undergraduate students. Task 2 activities shall be conducted in parallel with Task 1. Task 3 requires the preparation of a final report upon completion of all tasks.

Task 1: Continuing Education

Because of the need to provide immediate educational material and the need to provide updated material that reflects the results of ongoing research, the continuing education portion of the project is divided into three phases. The objective of Phase I is to get the best current information available. The objective of Phase II is to update the educational materials with the interim results of the NHSRC Safe

Building Program. The objective of Phase III is to update the educational materials with the final results of the Safe Building Program.

Phase I. Develop, Conduct and Evaluate a One-Day Continuing Education Workshop

- 1.1 Conduct a critical review and assessment of the currently available guidance and tools available for building owners, operators, and designers for dealing with terrorist CB attacks. The review shall include analysis of the information on dealing with accidental releases of hazardous materials and information from the Department of Defense's programs on community response to accidental release of hazardous materials from military bases. This review shall include an assessment of the tools available to building professionals for assessing and identifying the vulnerabilities and risks of specific buildings. The strengths and weaknesses of the available guidance and tools shall be evaluated. The purpose of the review is to identify the important homeland security issues that building professionals must deal with to reduce vulnerability to CB attack. The review is not intended to produce new guidance or to develop a consensus guidance statement. The review shall include guidance offered for dealing with both indoor and outdoor attacks. The critical review shall include analysis of the impacts of the guidance on building operation, occupant safety, dispersion of attack agents, practicality of guidance, and consistency of guidance with fire codes, building codes, etc. The analysis shall include analysis of the types of building modifications necessary to implement the guidance. For example, what modifications are necessary to the control system for the heating, ventilating, and air conditioning (HVAC) system for various common commercial buildings. The contractor shall convene a small stakeholder group of building professionals, code developers, owners, and operators to participate in this critical review. At the conclusion of the review the contractor shall prepare a report detailing the results of the review. This document shall allow building professionals to evaluate usefulness of various guidance document for particular situations.
- 1.2 The contractor shall prepare an outline for a one day workshop to inform building professionals, owners, and operators of the issues involved in dealing with possible CB attack. The objective of this workshop is to present the results of the critical review to building professionals, owners, and operators and code developers.
- 1.3 After the Project Officer has reviewed and approved the source outline, the contractor shall use the results of the critical review and the source outline to develop a one day continuing education workshop to inform building professionals about the need for dealing with potential terrorist CB attack, the options for dealing with the attack, and the various issues and interrelated factors that must be considered. The workshop shall be organized in modules with each module covering a specific topic. Possible module topics are: HVAC

- system modifications, filtration, control system modifications, building modifications, building code issues, response planning, and occupant training and drills. The contractor shall prepare written material for each module. The material shall be in loose leaf format that can be updated as new information becomes available. .
- 1.4 The contractor shall use the modules developed in task 1.3 to conduct two short courses. One short course shall be conducted at a site near the contractor, and one at a remote site. If possible, the short course at the remote site should be offered in conjunction with a major meeting of one of the professional associations representing building professionals, for example ASHRAE. For each short course the contractor shall obtain evaluation forms from the attendees.
 - 1.5 After each short course, the contractor shall evaluate the usefulness and effectiveness of the educational materials prepare a report detailing the results of the evaluation. This report shall include recommendations for improving the materials.
 - 1.6 A report on the results of Phase I of the program shall be prepared. The report shall contain recommendations for improving the materials and presentations.

Phase II. Revise Modules and Develop New Modules

- 1.7 The contractor shall revise the workshop developed under Phase I to incorporate the results of NHSRC and the published results for research sponsored by other organizations. The revisions to the course materials shall include revision to the modules used in Phase I and the development of new modules.
- 1.8 The contractor shall develop a module based on the results of the NHSRC lessons learned from decontamination of anthrax contaminated buildings project shall be prepared. A second module based on the results of NHSRC research on use of filtration systems shall also be prepared. The EPA Project Officer will provide the contractor with the reports and tools from the lessons learned project and the filtration systems research for use in developing these new modules.
- 1.9 The contractor shall use the revised modules to present two short courses during Phase II of the contract. One short course shall be conducted at a site near the contractor, and one at a remote site. If possible, the short course at the remote site should be offered in conjunction with a major meeting of one of the professional associations representing building professionals, for example ASHRAE. For each short course the contractor shall obtain evaluation forms from the attendees.

- 1.10 a. After each short course, the contractor shall evaluate the usefulness and effectiveness of the educational materials prepare a report detailing the results of the evaluation. This report shall include recommendations for improving the materials.
- b. After all short courses have been completed the contractor shall evaluate the usefulness and effectiveness of the educational materials prepare a report detailing the results of the evaluation. This report shall include recommendations for improving the materials.

Phase III. Finalize Materials and Development of Web Based Modules

- 1.11 The contractor shall revise the workshop developed under Phase II to incorporate the results of NHSRC and the published results for research sponsored by other organizations. The revisions to the course materials shall include revision to the modules used in Phase II and the development of new modules.
- 1.12 The contractor shall develop a new module based on the NHSRC sponsored research on retrofit options for building protection. The government shall provide the contractor with the results of the retrofit options research.
- 1.13 The contractor shall use the revised modules to present two short courses during Phase II of the contract. The short course procedures and short course evaluation procedures in subtasks 1.2 and 1.3 shall be followed.
- 1.14 The contractor shall develop a web based version of the workshop materials. The materials shall be developed so that they can be accessed using the World Wide Web on the internet

or from a CDROM or DVDROM

- 1.15 The contractor shall revise the workshop developed under Phase II to incorporate the results of NHSRC and the published results for research sponsored by other organizations. The revisions to the course materials shall include revision to the modules used in Phase II and the development of new modules.
- 1.16 The contractor shall develop a new module based on the NHSRC sponsored research on retrofit options for building protection. The government shall provide the contractor with the results of the retrofit options research.
- 1.17 The contractor shall use the revised modules to present two short courses during Phase II of the contract. The short course procedures and short course evaluation procedures in subtasks 1.2 and 1.3 shall be followed.
- 1.18 The contractor shall develop a web based version of the workshop materials. The materials shall be developed so that they can be accessed using the World Wide Web on the internet or from a CDROM or DVDROM.

Task 2: Undergraduate and Graduate Education

- 2.1 The contractor shall review the graduate and undergraduate curricula in disciplines such as chemical engineering, architectural engineering, mechanical engineering, and civil engineering that are related to building design, construction, and operation and CB decontamination to determine appropriate curricula modifications for introducing CB protection and decontamination issues into the curricula. The contractor shall prepare a report based on the results of this review. A small expert panel may be convened to support this review.
- 2.2 The contractor shall prepare a 3 hour interdisciplinary senior or graduate level course to introduce students to the issues involved in CB protection and decontamination. For this course the contractor shall develop lecture material and student handouts, homework problems, and examination problems. The course shall include topics such as HVAC system design and operation, economics, impact of CB attack, decontamination methods, analysis of buildings to determine risk of attack, and filtration systems. The contractor shall prepare an outline of the course for review by the project officer. After the Project Officer has approved the outline, the contractor shall develop the course.

- 2.3 The contractor shall prepare instructional material for use in the education of graduate and undergraduates students. The instructional material shall consist of materials that can be used to supplement existing classes. Sets of problems on homeland security issues related to buildings and decontamination shall be designed for use as homework problems, including:
- a. Sets of problems on homeland security issues related to buildings and decontamination that can be used on college level examinations.
 - b. A set of design problems suitable for use as senior design problems. One set of design problems shall address building design, construction, and operation issues to minimize the impact of CB attack. These design problems shall address issues such as economics, impact on normal building operation, technical feasibility, impact on indoor air quality, impact on energy use, and benefits not related to CB protection.
 - c. A second set of design problems shall address issues related to the design, construction, and operation of decontamination system for large buildings. These design problems shall be designed to address issues such as safety, economics, disposal of wastes generated by decontamination, and transport of decontamination materials to the site.
 - d. Materials that can be used by professors to introduce their students to homeland security issues related to buildings and decontamination over the course of one to four lectures.
- 2.4 The contractor shall review the design tools that are used by professionals and that are taught in universities and recommend modifications to the tools that shall make it possible to better address homeland security issues in the building design process.

Task 3: Final Report

- 3.0 Upon completion of all tasks the contractor shall prepare a final report that includes an analysis of the impact of the continuing education tasks, the usefulness of the graduate and undergraduate education tasks, and recommendations for improving continuing education and graduate and undergraduate education to ensure that building professionals, owners, and operators are fully informed of the issues involved in CB protection and decontamination.

Delivery Schedule

All deliverables shall be timely, complete, grammatically correct, and in the specified format. Unless otherwise specified, deliverables shall be provided to the Project Officer in electronic format and one hard copy. The deliverables and schedule for delivering them are:

Task 1: Continuing Education:

- A. Report on Critical Review of Guidance and tools 4 months after start of contract. (Subtask 1.1)
- B. Outline of first workshop series 5 months after start of contract. (Subtask 1.2)
- C. Course materials for first workshop series 7 months after start of contract. (Subtask 1.3)
- D. Report on results for Phase I efforts 13 months after start of contract. (Subtask 1.6)
- E. Revised workshop modules 14 months after start of contract. (Subtask 1.7)
- F. New modules based on decontamination lessons learned and filtration systems research by NHSRC 16 months after start of contract. (Subtask 1.8)
- G. Report on effectiveness of Phase II workshops 25 months after start of contract. (Subtask 1.10)
- H. Revised modules for use in Phase III, 28 months after start of contract. (Subtask 1.11)
- I. World wide web based instructional materials 30 months after start of contract. (Subtask 1.14)
- J. Final report on effectiveness of workshops 36 months after start of contract. (Subtask 1.10b)

Task 2: Graduate and Undergraduate Education:

- A. Report on the results of graduate and undergraduate curricula review 9 months after start of contract. (Subtask 2.1)
- B. Outline of 3 hour course 9 months after start of contract. (Subtask 2.2)
- C. Report containing all course materials for the 3 hour course (developed under subtask 2.2) 24 months after start of contract
- D. Homework problems for existing classes 12 months after start of contract. (Subtask 2.3a)
- E. Senior design problems for existing classes (developed under subtask 2.3b) 24 months after start of contract.
- F. Report on modifications needed to existing building design tools 36 months after start of contract (subtask 2.4)

Task 3: Final report on entire contract 38 months after start of contract.

Progress Reports: The contractor shall provide quarterly progress reports detailing the progress made during the reporting period. The quarterly report shall be due the 15th of the month following the end each quarter.

ATTACHMENT 2

MODEL SUBCONTRACTING PLAN

SMALL, SMALL DISADVANTAGED & WOMEN-OWNED SMALL BUSINESS**MODEL SUBCONTRACTING PLAN OUTLINE***Identification Data

Contractor: _____

Address: _____

Solicitation or Contract Number: _____

Project Title: _____

Total Amount of Contract (Including Options) \$_____

Period of Contract Performance (MO. & YR.) _____

* Federal Acquisition Regulation (FAR), paragraph 19.708 (b) prescribes the use of the clause FAR 52.219-9 entitled "Small Business and Small Disadvantaged Business Subcontracting Plan." The following is a suggested model for use when formulating such a subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. Type of Plan

Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract.)

2. Goals

State separate dollar and percentage goals for small business (SB) concerns, small disadvantaged business (SBD) concerns, and women-owned business (WOB) concerns as subcontractors as specified in FAR 19.704.

A. Total estimated dollar value of all planned subcontracting; i.e., with all types of organizations under this contract, is
\$_____ and _____%.

B. Total estimated dollar value and percentage of planned subcontracting with small business concerns: ** \$_____ and _____%.

C. Total estimated dollar value and percentage of planned subcontracting with small disadvantaged business concerns:
** \$_____ and _____%.

D. Total estimated dollar value and percentage of planned subcontracting with women-owned small business concerns:
** \$_____ and _____%.

E. Total estimated dollar value and percentage of planned subcontracting with Historically Black Colleges and Universities:
** \$_____ and _____%.

(** expressed as a percentage of "A.")

3. Description of all the products and/or services to be subcontracted under this contract, and an indication of the types of organizations supplying them: [i.e., LARGE BUSINESS (LG), SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB), WOMEN-OWNED BUSINESS (WOB)] - (check all that apply)

Subcontracted Product/Services	LG	SB	SDB	WOB

(Attach additional sheets if necessary).

4. A description of the method used to develop the subcontracting goals for small business concerns, small disadvantaged business concerns, and women-owned business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals, in addition, how the areas to be subcontracted to SB, SDB and WOB were determined, and how the capabilities of SB, SDB and WOB were determined--include any source lists used in the determination process).

5. Indirect costs have been_____have not been_____included in the dollar and percentage subcontracting goals stated above.

(Check one)

6. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small business concerns, small disadvantaged business concerns, and women-owned business concerns.

7. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: _____

Title: _____

Address: _____

Telephone: _____

Duties: Has general overall responsibility for the contractor's subcontracting program; i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. Examples of duties are the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small; small disadvantaged; and women-owned business concerns; and assure that small; small disadvantaged; and women-owned businesses are included on the source lists for solicitations for products and services they are capable of providing;
- B. Developing and maintaining bidder's lists of small; small disadvantaged; and women-owned business concerns from all possible sources;
- C. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small; small disadvantaged; and women-owned business concerns;
- E. Make arrangements for the utilization of various sources for the identification of small; small disadvantaged; and women-owned businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and contact with Federal agency's Small and Disadvantaged Business Utilization Specialist (SADBUS).
- F. Overseeing the establishment and maintenance of contract and subcontract award records;
- G. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- H. Ensure small; small disadvantaged; and women-owned business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
- I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;

J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;

K. Preparing, and submitting timely, required subcontract reports;

L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and,

M. Other duties_____

8. Equitable Opportunity

Describe efforts the offeror will make to ensure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

1. Contacting minority and small business trade associations;
2. Contacting business development organizations;
3. Attending small and minority business procurement conferences and trade fairs;
4. Requesting sources from the Small Business Administration's Procurement Automated Source System (PASS); and
5. Newspaper, magazine ads which encourage new sources.

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs;
2. Establishing, maintaining, and using small; small disadvantaged; and women-owned business source lists, guides, and other data for soliciting subcontracts; and
3. Monitoring activities to evaluate compliance with

the subcontracting plan.

C. Additional efforts: _____

9. Flow-Down Clause

The contractor agrees to include the provision under FAR 52.219-8, "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business and Small Disadvantaged Business Subcontracting Plan." (FAR 19.704(a)(4)).

10. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts", and SF-295, "Summary Subcontract Report", in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct 1 - Mar 31	SF-294	04/30
Apr 1 - Sep 30	SF-294	10/30
Oct 1 - Sep 30	SF-295	10/30

ADDRESSEES

(a) SF-294 to be submitted to cognizant Contracting Officer

(b) SF-295 to be submitted to:

United States Environmental Protection Agency
Cincinnati Procurement Operations Division - Norwood
Attn: Norman White, Small Business Specialist
26 W. Martin Luther King Dr.
Cincinnati, OH 45268

11. Record Keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, for example, the following;

A. Small; small disadvantaged; and women-owned business concerns source lists, guides, and other data identifying such vendors;

B. Organizations contacted in an attempt to locate small; small disadvantaged; and women-owned business sources;

C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned business concerns were solicited, and if not, why not; and (4) reason for the failure of solicited small; small disadvantaged; or women-owned business concerns to receive the subcontract award;

D. Records to support other outreach efforts, e.g., contacts with minority, small business or women-owned business trade associations; attendance at small business, minority or women-owned business procurement conferences and trade fairs;

E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and

F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial products plans).

G. Additional records: _____

This subcontracting plan was submitted by:

Signature: _____

Typed Name: _____

Title: _____

Date Prepared: _____

Phone No.: _____

ATTACHMENT 3

QUALITY SURVEILLANCE PLAN

PERFORMANCE OBJECTIVE	REFERENCE	PERFORMANCE STANDARD	ACCEPTABLE STANDARD DEVIATION
For every deliverable specified in the schedule, the contractor shall deliver the item to the Project Officer not later than 4:00 PM (EST) on the specified delivery date.	Schedule F.3, Delivery Schedule	All deliverables, including reports, outlines, course/ instructional materials, workshop modules, homework problems, and simulation tool are delivered to the Project Manager not later than 4:00 PM (EST) on the specified delivery date.	LATE DELIVERY: (1) < 24 hours late, 2 deliverables. (2) > 24 late, 1 deliverables.
Reports and other deliverable documents shall be provided to the Project Officer in accordance with the requirements of SOW and Schedule F.3, Delivery Schedule	SOW, all sections	Inspection verifies that deliverables are complete, grammatically correct (uses correct punctuation and syntax, and format), and fully compliant with SOW. Deliverables are delivered electronically and/or in hard copy as specified. Review comments are incorporated accurately and timely.	NON-COMPLIANCE: All identified instances of non-compliance, communicated to the contractor with an explanation for the non-compliance, are corrected within 5 business days.

ATTACHMENT 4

TECHNICAL EVALUATION CRITERIA

Technical Evaluation Criteria

I. Demonstrated Corporate Experience: (15 points)

Demonstrated corporate experience fulfilling the requirements of contracts similar to those outlined in this solicitation relative to experience in:

- Developing and conducting workshops for building professionals;
- Developing and delivering undergraduate education for building professionals;
- Managing workshops;
- Interdisciplinary education.

II. Qualifications of key personnel (Project Manager): (30 points)

Experience, education, expertise and availability of proposed key personnel (Project Manager) in the subject matter of the statement of work, including qualifications in:

- Developing training materials for continuing education of building professionals;
- Understanding the impact of building design and operation on indoor air quality;
- Evaluating homeland security related building operation and design modifications
- Developing and conducting undergraduate education for building professionals;
- Integrating various aspects of building design and operation (energy, indoor air quality for example) into continuing education material;
- Developing interdisciplinary educational material;
- HVAC design, building design, energy use in buildings, cost analysis, and indoor air quality as they relate to protecting buildings from terrorist attack;
- Teaching undergraduate and continuing education classes.

III. Technical approach: (30 points)

Quality of proposed technical approach which is based on good science, including:

- Scientific soundness of the technical approach;
- Originality of the approach;
- Demonstration of an understanding of the technical challenges of the proposed research and a sound approach for meeting those challenges;

- Feasibility of the approach;
- Risk of the technical approach;
- Risk mitigation steps.

IV. Adequacy of Past Performance : (20 points)

Demonstrated performance on all, or at least three (3), contracts and subcontracts completed during the past three years and all contracts and subcontracts currently in process which are similar in technical scope, size, and type to that which is anticipated in this solicitation. Factors for consideration include:

- Quality of product or service;
- Cost control;
- Timeliness of performance;
- Business relations;
- Attainment of subcontracting goals.

V. Extent of Participation of Small Disadvantaged Business Concerns (SDB) (5 points)

Extent of participation of small disadvantaged business (SDB) concerns in the performance of work under the contract as demonstrated by the extent to which SDB concerns are specifically identified, the complexity and variety of the work the SDB concerns are to perform, and the extent of participation of SDB concerns in terms of the value as required under the Technical Proposal Instructions

Total: 100 points

ATTACHMENT 5

TECHNICAL PROPOSAL INSTRUCTIONS

TECHNICAL PROPOSAL INSTRUCTIONS

So that EPA may evaluate technical proposals in accordance with the Technical Evaluation Criteria, offerors must address the following in their technical proposals.

1. Technical proposals shall not exceed 30 typed pages single spaced, font size no smaller than Times New Roman 11, 1" page margins. Smaller font is acceptable for non-text items such as tables, graphics, and exhibits. Any information contained on pages that exceed the page limit shall not be evaluated. CD Rom or other recorded formats are not acceptable. Excluded from the page limitation are: (1) past performance reference information, (2) key personnel resumes, (3) title page, and (4) section tabs.
2. The technical proposal must be prepared as a separate part of the total proposal package, and shall be specific and sufficiently detailed as to allow a complete evaluation of the offerors method for satisfying the requirements set forth in the RFP. All cost or pricing details shall be omitted from the technical proposal.
- 3 The technical proposal shall comprehensively address each of the criteria described in the TECHNICAL EVALUATION CRITERIA.
4. The term Offeror as used in the TECHNICAL PROPOSAL INSTRUCTIONS and the TECHNICAL EVALUATION CRITERIA shall mean the prime contractor and any proposed subcontractor or consultants.
5. The following instructions apply to the TECHNICAL EVALUATION CRITERIA :

Criterion I is established to evaluate the corporate experience in conducting and managing continuing education and undergraduate education projects in the technical areas covered by the scope of work. Subcriteria are established to address a corresponding section of the Statement of Work. In areas where expertise and capabilities cannot be demonstrated by the offeror, the offeror should provide names and corporate experience of subcontractors and consultants the offeror intends to use to satisfy the requirements.

The information provided to address this criterion should include a description of the corporate management structure used to manage projects and the corporate QA management structure. The description should include a discussion of how this structure has been successfully applied to research

and development projects.

Criterion II is established to evaluate the qualifications of key personnel (Project Manager) proposed to fulfill the requirements of the Statement of Work. The information provided on personnel qualifications should clearly establish the individual's qualifications in the specific areas covered by the subcriteria. The information in the technical proposal should be keyed to the role projected for the individual. In detailing experience for proposed personnel, specific examples of past or current projects relating to the area covered by the subcriteria should be presented. Each project example should clearly state the role of the person in the project along with the nature, size and sponsor of the project.

Criterion III is established to evaluate the technical approach proposed by the offeror. The approach should clearly show how the objectives of the scope of work are met. The offeror should describe the scientific basis for the technical approach. The technical approach should demonstrate an understanding of the critical technology challenges required to meet the scope of works and a scientifically sound approach to addressing those issues, including a risk mitigation strategy.

Criterion IV is established to evaluate past performance information which the Government will elicit from entities regarding their experiences with the offeror (including subcontractors) on similar contracts and/or subcontracts. Offerors shall list at least five (5) contracts and subcontracts completed during the last three (3) years and all contracts and subcontracts currently in process. Each subfactor should be addressed separately, demonstrating adequacy in each specified area. Refer to Section L provision entitled, Past Performance Information, for a description of the information that must be included for each contract and subcontract. References contacted by the Government and used to evaluate past performance are not limited to those identified by the offeror. Offerors shall provide past performance information in table format including all the information required by Section L. Information for the prime offeror and for subcontractors shall be clearly delineated.

Criterion V is established to evaluate the nature and/or extent of SDB participation in the performance of the proposed contract in authorized NAICS Industry Subsectors (see Attachment 8). The proposal shall indicate the extent to which SDB concerns are specifically identified; the complexity and variety of work SDB concerns are to perform; and the extent of participation of SDB concerns in terms of the value of the total acquisition. Offerors shall identify and discuss any SDB concerns the offeror plans to use for the contract, with those targets expressed only as percentages of the total contract value. All SDB concerns specifically identified and evaluated under this criterion shall be listed in any resulting contract. See Section I, FAR clauses 52.219-23, 52.219-24, 52.219-25, and Section L provision EPAAR 1552.219-72. In accordance with FAR 52.219-24, credit under this evaluation subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23 unless the SDB concern specifically waives the price evaluation adjustment. Offerors shall provide:

- A. Proposed targets expressed only as percentages of the total proposed contract amount in each of the applicable North American Industry Classification System (NAICS) Industry Subsectors (See Attachment 8), as determined by the Department of Commerce, and to the extent authorized by law.
- B. A total target expressed only as percentages for SDB participation by the prime contractor, including joint venture partners and team members. (Applies only if prime contractor is an SDB concern)
- C. A total target expressed only as percentages for SDB participation by subcontractors.

NOTE: THE OFFEROR'S RESPONSE TO THIS CRITERION MUST ALSO BE INCLUDED IN THE OFFEROR'S PRICE PROPOSAL. IN THE PRICE PROPOSAL OFFERORS SHALL PROVIDE THEIR PROPOSED TARGETS EXPRESSED AS BOTH DOLLARS AND PERCENTAGES OF THE TOTAL PROPOSED CONTRACT AMOUNT FOR A., B., AND C. ABOVE.

ATTACHMENT 6

PAST PERFORMANCE QUESTIONNAIRE

**PAST PERFORMANCE QUESTIONNAIRE
FOR AN INDIVIDUAL CONTRACT
(Telephonic Responses)**

Name of offeror: _____

Contract Information:

Name of Contractor:

Contract Number:

Contract Title:

Contract Value:

Type of Contract:

Period of Performance:

The ratings indicated below are to be supplied by the contractor identified above and **not** the offeror)

5 = SUPERIOR

4 = GOOD

3 = ADEQUATE

2 = UNCLEAR, INCOMPLETE

1 = MAJOR DEFICIENCIES

0 = TOTALLY DEFICIENT

Performance Elements	5	4	3	2	1	0	NA
1. Quality of Product Or Service (compliance with contract requirements, accuracy of reports, technical excellence)							
2. Cost Control (ability to perform within budget, cost efficiency, provision of current, accurate, complete, timely billing)							

Performance Elements	5	4	3	2	1	0	NA
3. Timeliness of Performance (meeting milestones, reliability, responsiveness to technical direction, adherence to schedules)							
4. Business Relations (effective management, cooperative and proactive behavior, flexibility, responsiveness to problems, problem resolution, and customer satisfaction)							
5. Attainment of Subcontracting Goals including those for SDB concerns, monetary targets for SDB participation, and notifications submitted under FAR 19.1202-4(b)							

10. Remarks on outstanding performance
(Provide data supporting this observation. You may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance
(Provide data supporting this observation. You May continue on separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with the offeror again?

14. Information provided by:

Name of Source _____

Title _____

Date _____

Address _____

Phone number _____

15. Questionnaire completed by:

Name of EPA Employee _____

Title _____

Date _____

Signature _____

ATTACHMENT 7

CLIENT AUTHORIZATION LETTER

CLIENT AUTHORIZATION LETTER

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency RFP No. PR-CI-02-11291 for the procurement of On-site Technical Research Support Services for the National Risk Management Research Laboratory, Subsurface Protection and Remediation Division of the U.S. EPA Office of Research and Development. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to: .

Sincerely,

ATTACHMENT 8

INDUSTRIES ELIGIBLE FOR THE 10% PRICE EVALUATION ADJUSTMENT

Industries Eligible for the 10% Price Evaluation Adjustment

October 2000

The Commerce Department has not updated its determination for fiscal year 2001. Until the update is released, the price evaluation adjustment and the authorized industries established in fiscal year 2000 will remain in effect.

The fiscal year 2000 price evaluation adjustment and the listing of the eligible Standard Industrial Classification (SIC) major groups are published at 64 FR 52806 (September 30, 1999).

Fiscal year 2001 begins the use of the North American Industry Classification System (NAICS), a new industry classification system (See FAC 97-19, 65 FR 46055, July 26, 2000).

Because the Commerce Department fiscal year 2000 determination contains SIC code designations, the procurement office has consulted tables matching SIC codes to NAICS codes (and vice versa).

NAIC	Description of NAIC Subsector		NAIC	Description of NAIC Subsector
212	Metal mining		334	Communications
212	Coal mining		221	Electric, gas, and sanitary services
211	Oil and gas extraction		421	Wholesale trade-durable goods
212	Extraction of non-metallic minerals, except fuels		421	Wholesale trade-nondurable goods
233	Building construction - General Contractors (Limited to firms in East North Central, East South Central, Middle Atlantic and West South Central Regions comprising the following states: AL, AR, IL, IN, KY, LA, MI, MS, NJ, NY, OH, OK, PA, TN, TX, and WI)		442	Building materials, hardware, garden supply, and mobile home dealers
234	Heavy Construction, other than Buildings (Limited to firms in East South Central and West South Central Regions comprising the following states: AL, AR, KY, LA, MS, OK, TN, TX)		452	General merchandise stores
235	Construction, Special Trade Contractors (Limited to firms in New England and West North Central Regions comprising the following states: CT, IA, KS, MA, ME, MN, MO, NE, NH, ND, RI, SD, VT)		445	Food stores
314	Textile mill products		441	Automotive dealers and gasoline service stations

315	Apparel and other finished products made from fabrics		448	Apparel and accessories stores
321	Lumber and wood products, except furniture		442	Home furniture, furnishings, and equipment stores
337	Furniture and fixtures		722	Eating and drinking places
322	Paper and allied products		453	Miscellaneous retail
323	Printing, publishing, and allied industries		521	Depository institutions
325	Chemical and allied products		522	Nondepository adjustment institutions
324	Petroleum refining and related industries		523	Security and commodity brokers, dealers, exchanges, and services
326	Rubber and miscellaneous plastics products		524	Insurance carriers
316	Leather and leather products		524	Insurance agents, brokers, and services
332	Fabricated metal products		531	Real estate
335	Electronic and other electrical equipment and components, except computers		525	Holding and other investment offices
336	Transportation equipment		721	Hotels, rooming houses, camps, and other lodging places
334	Measuring, analyzing, and controlling instruments; photographic, medical and optical goods; watches and clocks		541	Business services
339	Miscellaneous manufacturing industries		811	Automotive repair, services, and parking
485	Local and suburban transit and enter urban highway passenger transportation		811	Miscellaneous repair services
484	Motor freight transportation and warehousing		620	Health services
483	Water transportation		611	Educational services
486	Pipeline, except natural gas		541	Engineering, accounting, research, management, and related services
488	Transportation services		541	Miscellaneous services